

**DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF LABOR STATISTICS & RESEARCH**

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SCOPE OF WORK PROVISION

FOR

CARPENTER:
BUILDING CONSTRUCTION
LIGHT COMMERCIAL CARPENTER

IN

SAN DIEGO COUNTY

**1999-2002
COLLECTIVE BARGAINING AGREEMENT FOR BUILDING CONSTRUCTION**

BETWEEN

**ASSOCIATED GENERAL CONTRACTORS OF AMERICA,
SAN DIEGO CHAPTER**

AND

SOUTHERN CALIFORNIA CONFERENCE OF CARPENTERS

R E C E I V E D
Department of Industrial Relations

JAN 28 2000

Div. of Labor Statistics & Research
Chief's Office

SECTION 1
PARTIES TO AGREEMENT

A. This Agreement is entered into this 16th day of December, 1999, between Associated General Contractors of America, San Diego Chapter, Inc., for and on behalf of its signatory contractor members, hereinafter referred to as Employer or Association, and the Southern California Conference of Carpenters and its affiliated District Councils and Local Unions hereinafter referred to as the Union. Association means Associated General Contractors of America, San Diego Chapter, Inc. The Employers and the Union recognize and agree that the Association is the administrative representative of the Employers, and the Association has no signatory status by the terms of this Agreement or otherwise. Employer means signatory contractor members of the Association.

B. It is the desire of the parties to establish rates of pay, hours of employment and working conditions which shall be applicable to these workers in the performance of the Employer performing of the work hereinafter defined in this Agreement.

C. The purpose of this Agreement is to ensure that all construction work performed by the Employers shall proceed continuously and without interruption, in an efficient and economic manner, to secure optimum productivity, and to facilitate the orderly performance of the work by improving efficiency and eliminating work stoppages, slowdowns, poor work practices and other interferences with the progress of the work.

SECTION 2
TERM, TERMINATION AND RENEWAL

A. This Agreement shall become effective on December 16, 1999, and shall remain in full force and effect through December 15, 2002, and from year to year thereafter, unless either party gives sixty (60) days written notice to the other party prior to December 15, 2002, or December 15th of any subsequent year, of its intention to amend, modify or terminate.

B. While this Agreement continues in effect, neither party will make demands upon the other party for any changes in conditions or benefits or for any new additional changes in conditions or benefits.

SECTION 3
AREA COVERED

The area covered by this Agreement shall be San Diego County, California, and San Clemente Island, California.

SECTION 4

WORK COVERED BY THIS AGREEMENT

This Agreement shall apply only to construction job site work done in conjunction with the construction, alteration, modification, improvement, or repair, in whole or in part of a building, structure, or other job site construction work within the recognized jurisdiction of the union and shall not include any other job site construction industry work. Excepted from the scope of covered work is forming work outside the building lines limited to curb and gutter, sidewalks, stamped concrete, and other flatwork. Job site is defined as an area within which construction work is being performed, the boundaries for which are the same as those boundaries delineated in the specifications for the job or project which may include such references as right-of-way, parcel, subdivision map, dedicated street or lot. In the case of subdivisions or planned unit development where construction phases are stipulated by construction contracts, job site will mean only that area covered by phases or units currently under construction and under the Employer's control. Repair and maintenance of equipment is specifically excluded from the coverage of this Agreement. This Agreement shall not apply to the layout and distribution of materials. At the discretion of the Employer, employees covered by this Agreement shall perform work traditionally accomplished by other trades, where necessary for the practicable completion of the work.

Where the Contractor performs engineering construction work in San Diego County, he shall perform said work under the terms and conditions of the AGC Engineering Contractors Agreement. However, the Union and the Contractor recognize that there exists in San Diego County a strong non-union element. Should the bid list for any engineering project have non-union bidders a Contractor signed to this Agreement shall be allowed to utilize the terms and conditions of this Agreement on such project, provided, that even if this Agreement is utilized the Contractor agrees that the provisions of Section 28 of the San Diego AGC Master Engineering Contractors Labor Agreement shall apply to all structural concrete work, piledriving and millwright work. The parties agree to meet and discuss this provision if either party is adversely impacted by its operation.

SECTION 5

RECOGNITION

The Employers recognize the Union as the sole and exclusive collective bargaining representative of all employees employed to perform work covered by this Agreement. The Union does not at this time, nor will it during the term of this Agreement, claim jurisdiction over the following classes of employees: executives, superintendents, assistant superintendents, master mechanics, timekeepers, messengers, office workers or foremen. This Agreement does apply to foremen who work with the tools more than a minimal amount of time.

The Union hereby recognizes the Associated General Contractors of America, San Diego Chapter, Inc., as the sole and exclusive bargaining representative for their members, present and future, who are signatory to this Agreement, or hereafter become signatory members of said Employer Association, each of whom is, as used in this Agreement, an employer.

In addition, there shall be the following increases in Vacation Supplemental Dues contributions:

January 1, 2000	\$0.50 to Vacation \$0.10 to Supplemental Dues
July 1, 2000	\$0.50 to Vacation \$0.10 to Supplemental Dues

SECTION 30 **WAGES - RESIDENTIAL, LIGHT COMMERCIAL AND** **TENANT IMPROVEMENT**

Wage rates on residential, light commercial, and interior tenant improvement projects shall be based upon 80% of the rates specified in Section 29. This work shall include work meeting any of the following criteria: (1) a residential wood frame project of any size; (2) work classified as Type III, Type IV or Type V construction; (3) interior tenant improvement work, regardless of the size of project; and (4) any wood frame project of four stories or less. This reduced wage rate shall not apply to institutional type buildings such as public or private schools, hospitals, libraries, museums, or post offices or other similar structures whose construction entails construction specifications or fire ratings which exceed that normal for the typical Type III, IV or V building. Any dispute regarding whether a particular building is covered by this provision shall be resolved by the Union's Contract Administrator and the Executive Director of the AGC, a building classified as Type III, IV or V shall be presumptively covered unless the designated individuals agree otherwise.

SECTION 31 **APPRENTICESHIP TRAINING AND RATIO**

A. The Employer shall participate in the apprenticeship program jointly administered with the Southern California District Council of Carpenters, and the cost of participation shall be \$0.30 per hour. The \$0.30 per hour contribution shall be transmitted to the Carpenters Joint Apprenticeship and Training Committee Fund for Southern California. Continued submission of such contributions shall be dependent upon the active existence of an apprenticeship training program for San Diego County workers, and continued certification and approval by the State of California. Contribution rates shall remain at the level established for the majority of other signatory contractors in the 12 Southern California Counties, provided that any increase in total contributions shall be taken out of wages. The Union may elect not to implement contribution increases.

B. The ratio of apprentices to journeyman shall be up to a maximum of one apprentice to one journeyman as measured throughout the Employer's total work force.

C. The Employer adopts and agrees to become bound to the trust agreement establishing